

EXHIBIT 3



7-14-23

David Duta
21442 Poplarwood
Lake Forrest, CA 92630



David:

It is our pleasure to outline your general employment as “Sr. Vice President-West” at Sasser Companies, LLC. In this position, you will report directly to Miguel Figueroa, Chief Strategy Officer and be considered an exempt employee.

Salary: Employee’s annual salary is set at \$240K less all required deductions and withholdings. Effective January 1, 2023, the Employee’s annual salary is capped at \$250K per year unless otherwise approved by a majority vote from the five members of the Company’s Executive Leadership Team.

Profit Interest: Employee is eligible to participate in the company’s Exhibit A program. Employee is not eligible to participate in the Company’s Exhibit B Performance program.

Benefits: Available to Full-Time Employees (After 30-day probationary period)

- Medical, Dental, Vision, Short-Term and Long-Term Disability, Accident Insurance, and Specified Disease

Additionally, the Company can, at its expense, procure and keep in effect life insurance on the life of the Employee, payable to such beneficiaries as the Employee may from time to time designate, in an aggregate amount determined by the Company of at least \$1,000,000. Following the Expiration Date, Employee shall have the right to assume the remaining premium obligations and receive the benefits from such policy.

Paid Time Off: Available after 30-day probationary period and is based on Date of Hire:

- Paid Time Off (PTO):
 - You are entitled to 20 days (or 160 hours) annually of PTO during your employment along with 4 days of floating holidays.
 - PTO is accrued per pay period following the start date.
 - Rollover PTO will be in accordance with California labor laws.
- Flex Time Off (FTO):
 - Employee is entitled to up to 4 days (or 32 hours) of FTO on an annual basis, prorated based upon start date.

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- If employee starts during Q1, 4 days of FTO will be provided; If employee starts during Q2, 3 days of FTO will be provided; If employee starts during Q3, 2 days of FTO will be provided; If employee starts during Q4, 1 day of FTO will be provided.
- FTO balances do not roll over from each year and will not be paid out due to separation from the company.
- Holidays:
 - 9 Observed Holiday's which include: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Company 401k Plan Contribution:

- Employees are eligible to participate in the 401k plan after having worked 60 days. Enrollment in the plan occurs two times per year – January 1st and July 1st. Employees who have worked greater than or equal to 60 days prior to the January 1st or July 1st enrollment dates will be eligible to start contributing to the plan.
- Company match is discretionary and can be changed or stopped at any time. Current match is

Rate One

- 100% of the Participant's Matched Employee Contributions that are not in excess of 3% of the Participant's Plan Compensation; plus

Rate Two

- 50% of the amount of the Participant's Matched Employee Contributions that exceed 3% of the Participant's Plan Compensation but that do not exceed 5% of the Participant's Plan Compensation

Examples:

- Employee contributes 5%, Sasser Companies contributes 4%
- Employee contributes 4%, Sasser Companies contributes 3.5%
- Employee contributes 3%, Sasser Companies contributes 3%

Employee's Parachute Clause:

(a) "Cause" shall mean any of the following:

- i. the commission of an act of fraud, embezzlement, or material dishonesty which is intended to result in personal enrichment of Employee in connection with Employee's engagement with Sasser Companies, LLC.;
- ii. Employee's conviction of, or plea of nolo contendere, to a crime constituting a felony (other than traffic-related offenses);
- iii. Employee's willful misconduct that is materially injurious to Sasser Companies, LLC.;



- (b) “Death” The employee’s engagement shall terminate automatically upon his death.
- (c) “Retirement” shall mean the Employee has reached an age of at least 62 ½ years and no longer wishes to continue his duties with Sasser Companies, LLC.
- (d) “Amicable Separation”, “Sale or Merger” shall mean that both Sasser Companies, LLC. and the Employee mutually agree to end the employee/ Company relationship for any reason(s), or that Sasser Companies, LLC. completes a Sale or Merger with another party.

Payments Upon Termination of Engagement.

- (a) Termination for Cause. If Employee’s engagement is terminated for Cause pursuant to the previous sections, Sasser Companies, LLC. shall only compensate Employee any unpaid salary for work completed up to the date of the termination and/ or criminal offense.
- (b) Termination for Death. If Employee’s engagement hereunder is terminated for Death pursuant to the previous section, the Company shall compensate Employee any unpaid salary for duties completed up unto the date of death.
- (c) Retirement, Amicable Separation, Sale, Merger, or Termination without Cause. If Employee’s engagement hereunder is terminated for Retirement, Amicable Separation or the Company completes a Sale or Merger with another party, pursuant to the previous sections, the Company shall compensate Employee any unpaid salary for duties completed up unto the date of the immediately aforementioned event(s).

Upon termination for death, retirement, amicable separation, sale, merger, or termination without cause, Sasser Companies, LLC will provide the Employee with 3X of the Employee’s pro-rata share of the net profit for the employee’s managed P&Ls for the previous 12 months, including the month when the separation occurred (as determined by the calculation methodology as outlined in the Employee’s Exhibit A agreement). All efforts will be made in good faith to pay as soon as possible, but payment terms will be 60 days and any delays will be documented in writing to all parties. California law will govern payments in separation timelines.



Your signature below will acknowledge that this Employment Agreement voids any preexisting Employment Agreements or Offer Letters between Sasser Companies, LLC, and David Duta. To confirm your acceptance of this Employment Agreement, please sign below and return to Sasser's Human Resources department within 48 hours, at HR@Sasser247.com. If you have any questions, please call 336-449-1144.

David Duta

David Duta (Jul 17, 2023 09:35 PDT)

Candidate Signature

07/17/2023

Date

Company Representative Signature

Date

Signature:

Email: mfigueroa@sasser247.com